

UNOFFICIAL COPY

Call re-record
 THIS INDENTURE, Made June 17, 19 72 between La Salle National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 19, 1966 and known as trust number 35125 herein referred to as "First Party," and BANK OF NILES, an Illinois Banking Corporation

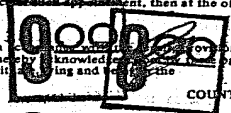
and known as trust number 35125 herein referred to as "First Party," and BANK OF NILES, an Illinois Banking Corporation TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF Three hundred thousand dollars and no/100 DOLLARS and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8% per cent per annum instalments as follows: Three thousand two hundred eighty-eight dollars and DOLLARS in 66/100 or more of the first day of August 19 72 and Three thousand two hundred eighty-eight DOLLARS eight dollars and 66/100 or more thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of July 19 84. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Niles, Illinois

BANK OF NILES Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of in said City, NOW, THEREFORE, First Party to secure the payment of the said principal sum of money and said interest in and to the said Trustee, its successors and assigns, the following described Real Estate all of which are known to the said Trustee, its successors and assigns, and which are situated in the County of Cook AND STATE OF ILLINOIS, to wit:

- THIS MORTGAGE BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION OF PARCEL 3:**
- Parcel 1:** The West 43.25 feet (except the West 13.25 feet thereof) of Lot 21 in Block 1 in Ridge Lawn Subdivision of East 10 acres of the North 60 acres of the North East 1/4 of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian; recorded September 8, 1891, Document 1531813, in Cook County, Illinois.
 - Parcel 2:** The West 13.25 feet of Lot 21, in Block 1, in Ridge Lawn Subdivision of the East 10 acres of North 60 acres of the North East 1/4 of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.
 - Parcel 3:** West Lot 1 and Lot 2 (except the 6.91 feet thereof) in Edison Park Manor Subdivision in West 5 acres of the East 15 acres of the North 60 acres of East 1/4 of the North East 1/4 of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, (except the West 75 feet of North 283 feet thereof) in Cook County, Illinois.
 - Parcel 4:** Lots 25 and 26 in Block 1 in Ridge Lawn Subdivision of the East 10 acres of the North 60 acres of the North East 1/4 of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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TOGETHER with all improvements, fixtures, furniture, and contents, and all rents, issues and profits thereof for so long as the premises shall remain in the hands of First Party, its successors or assigns may be entitled in trust (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever for the purposes, and upon the uses and trusts herein set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for liens not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request submit satisfactory evidence of the discharge of such prior indebtedness; (4) complete within a reasonable time any building or building work or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises, except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies secured hereby all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affected by said premises or contest any tax or other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holder of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making any payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specially set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree (a) all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fee, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, foreman certificates, and similar data and securities, with respect to title the Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) preparations for the sale of the premises.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption and to apply the proceeds of such sale to the payment of the indebtedness secured hereby, and to apply the balance to the satisfaction of the claims of the creditors of the debtor, and to control, manage and operate the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net proceeds of such sale to the payment of the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
8. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
9. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.
10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Olson
RECORDER OF DEEDS

JAN 24 '73 1 42 PM

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THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in such Trustee (and said La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said La Salle National Bank personally or on any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness securing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the premises herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, *G. B. Maxwell*, and attested by its Assistant Secretary, *Maureen Shannon*, this 29th day and year first above written.

LA SALLE NATIONAL BANK as Trustee as aforesaid and not personally,
By *G. B. Maxwell* ASSISTANT VICE-PRESIDENT
ATTEST *Maureen Shannon* ASSISTANT SECRETARY



Maureen Shannon
Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

G. B. MAXWELL
Assistant Vice President of the LA SALLE NATIONAL BANK, and

Maureen Shannon
Assistant Secretary of said Bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Assistant Vice President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary, *Maureen Shannon*, and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument, as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this

29th
Maureen Shannon
Notary Public
My Commission Expires January 13, 1975

ASSISTANT
SEAL OF BOTH THE BORROWER AND
SECURED BY THIS TRUST DEED
BY THE TRUSTEE NAMED HERE-
IN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been
identified herewith under Identification No. _____

Trustee

COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Olson
RECORDER OF DEEDS

JUL 6 '72 9 50 AM

21964387

Box 533

TRUST DEED

LaSalle National Bank

as Trustee

TO

Trustee

22198116

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank

135 South La Salle Street
CHICAGO

FORM 6045 CP

mael

HOWARD A. MCKEE

111 W. MONROE STREET

SUITE 2233

CHICAGO, ILLINOIS 60604

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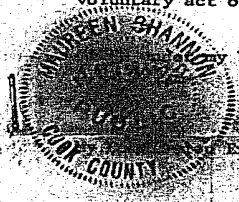
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maureen Shannon a Notary Public in and for said County
in the state aforesaid, DO HEREBY CERTIFY THAT G. B. Maxwell
Assistant Vice President of LaSALLE NATIONAL BANK, and M. TILLIN
Assistant Secretary of said Bank, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such Assistant Vice
President and Assistant Secretary respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as
their own free and voluntary act, and as the free and voluntary act of said
Bank for the uses and purposes therein set forth; and the said Assistant
Secretary did also then and there acknowledge that he, as custodian of the
Corporate Seal of said Bank, did affix the said Corporate Seal of said Bank
to said instrument as his own free and voluntary act and as the free and
voluntary act of said Bank, for the uses and purposes therein set forth.

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hand and notarial seal this 90th day of November
Maureen Shannon
NOTARY PUBLIC
Expires January 13, 1975

END OF RECORDED DOCUMENT